



WHEREAS, Plaintiffs' Lead Counsel has concluded, after due investigation and after carefully considering the relevant circumstances, including the claims asserted in the consolidated class action complaint filed in this action, the possible legal and factual defenses thereto and the applicable law, that it would be in the best interests of the Class to enter into this settlement with the Christie's Defendants in order to avoid the uncertainties of litigation and to assure that the benefits reflected herein are obtained for the Class and, further, that Plaintiffs' Lead Counsel consider this settlement to be fair, reasonable and adequate and in the best interests of plaintiffs and all Class Members;

WHEREAS, the Christie's Defendants and the Class entered into a Memorandum of Agreed Terms of Settlement on or about September 21, 2000, which was presented to the Court on September 22, 2000;

WHEREAS, this Christie's Settlement Agreement embodies all of the terms and conditions of the settlement between the Christie's Defendants and the Class;

WHEREAS, this Christie's Settlement Agreement, together with the Sotheby's Settlement Agreement, shall, if and when the Court approves both such agreements, resolve all claims in accordance with the release contained herein;

WHEREAS, the Christie's Defendants have concluded, despite their belief that they have good defenses to the claims asserted, that they will enter into this Christie's Settlement Agreement solely to avoid the further expense, inconvenience and burden of this litigation and any other present or future litigation with the Class (as described in paragraph 11 herein), and the distraction and diversion of their personnel and resources, and thereby to put to rest this

controversy with valued clients and customers, and to avoid the risks inherent in complex litigation;

NOW, THEREFORE, it is agreed by and among the undersigned, on behalf of each of the Christie's Defendants and the Class, that the Class Action be settled and compromised, and based upon such settlement and compromise, dismissed on the merits and with prejudice as to the Christie's Defendants and all other Christie's Released Parties, subject to the approval of the Court, on the following terms and conditions:

1. Definitions. The following terms shall have the following meanings for purposes of this Christie's Settlement Agreement:

"*Christie's*" means collectively defendants Christie's International plc and Christie's Inc.

"*Christie's Defendants*" means collectively (i) Christie's as defined herein, together with Christie's respective subsidiaries and affiliates; and (ii) defendant Christopher M. Davidge.

"*Christie's Released Parties*" shall have the meaning set forth in paragraph 11 hereof.

"*Christie's Released Claims*" shall have the meaning set forth in paragraph 11 hereof.

"*Class*" means the Class certified by the Court by order of April 20, 2000.

"*Class Action*" means the action styled *In Re Auction Houses Antitrust Litigation* pending in the Court with Master File No. 00 Civ. 0648 (LAK).

"*Class Member*" means any person or entity that is a member of the Class.

"*Court*" or "*District Court*" means the United States District Court for the Southern District of New York.

"*Defendant*" means any person or entity named as a defendant in the Class Action.

"*Discount Certificates*" shall have the meaning set forth in paragraph 5 hereof.

"*Escrow Account*" means the escrow account established pursuant to the Escrow Agreement.

"*Escrow Agent*" means the escrow agent under the Escrow Agreement.

"*Escrow Agreement*" means the escrow agreement in a form to be agreed to by the parties.

"*Escrow Funds*" means those funds in the Escrow Account.

"*Final Approval*" means the first date upon which both of the following conditions shall have been satisfied:

1. Entry has been made, as provided in paragraph 4 hereof, of the final judgment of dismissal with prejudice substantially in a form to be agreed to by the parties; and
2. Either (i) thirty (30) days has passed from the date of the Court's entry of final judgment as described in subparagraph (a) hereof with no notice of appeal having been filed with the Court; or (ii) such final judgment has been affirmed by the reviewing court to which any appeal has been taken or petition for review has been presented, and the time for further appeal or review of such affirmance has expired.

"*Plaintiff's Lead Counsel*" means David Boies and Richard B. Drubel of the firm of Boies, Schiller & Flexner, LLP

"*Preliminary Approval*" means the date on which the Court enters an order preliminarily approving this Christie's Settlement Agreement.

"*Settlement Funds*" means the payments made by any of the Christie's Defendants pursuant to paragraph 5 hereof, together with any such payments made by any of the Sotheby's Defendants pursuant to paragraph 5 of the Sotheby's Settlement Agreement, including any interest accrued on such payments after their respective payment by any of the Christie's Defendants and any of the Sotheby's Defendants.

"*Sotheby's*" means collectively defendants Sotheby's Holdings, Inc. and its subsidiary Sotheby's, Inc.

"*Sotheby's Defendants*" means collectively (i) Sotheby's, as defined herein, and Sotheby's respective subsidiaries and affiliates; (ii) defendant A. Alfred Taubman; and (iii) defendant Diana D. Brooks.

"*Sotheby's Released Parties*" shall have the meaning set forth in paragraph 11 of the Sotheby's Settlement Agreement.

"*Sotheby's Released Claims*" shall have the meaning set forth in paragraph 11 of the Sotheby's Settlement Agreement.

"*United States*" means the United States, and each of its states, territories, and possessions.

2. Reasonable Best Efforts to Effectuate this Settlement. Plaintiffs' Lead Counsel agree to recommend approval of this Christie's Settlement Agreement by the Court. Subject to the approval of the Court, Plaintiffs' Lead Counsel and counsel for the Christie's Defendants agree to undertake their reasonable best efforts, including all steps and efforts contemplated by this Christie's Settlement Agreement and any other steps and efforts which are consistent with this Christie's Settlement Agreement that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Christie's Settlement Agreement.

3. Motion for Preliminary Approval. As soon as practicable and in no event later than 14 days after the execution of the Christie's Settlement Agreement, unless otherwise extended by written agreement of the parties hereto, Plaintiffs' Lead Counsel shall submit to the Court a motion, together with a Proposed Order:

1. Preliminarily approving the Christie's Settlement Agreement;
2. Authorizing notice (in a form to be agreed upon by the parties) to Class Members of the Christie's Settlement Agreement; and
3. Scheduling dates for Class Members to request exclusion from the Class, or object to the Christie's Settlement Agreement, and for a hearing on final approval of the Christie's Settlement Agreement.

Within 30 days of the execution of this Christie's Settlement Agreement, Plaintiffs' Lead Counsel shall submit to the Court a plan of allocation of the Settlement Funds and Christie's shall submit a plan for the fair market value determination of the Discount Certificates as set forth in paragraph 5(c) herein.

4. Motion for Final Approval and Entry of Final Judgment. If the Court preliminarily approves this Christie's Settlement Agreement, Plaintiffs' Lead Counsel shall submit a motion for final approval of this Christie's Settlement Agreement by the Court, after appropriate notice to the Class, and shall seek entry of an order and final judgment in a form to be agreed upon by the parties:

1. finally approving the settlement contemplated by this Christie's Settlement Agreement as being a fair, reasonable and adequate settlement for the Class and directing its consummation pursuant to its terms and conditions;
2. directing that the Class Action be dismissed with prejudice as to the Christie's Defendants, effective upon completion of the payments and deposits set forth in paragraph 5 herein, except that such dismissal shall not have any preclusive effect as to any claim arising from purchases and sales at auctions conducted outside the United States by any Class Member who does not make a claim and receive any payment pursuant to this Settlement Agreement;
3. discharging and releasing the Christie's Released Parties from all Christie's Released Claims; and
4. reserving continuing and exclusive jurisdiction over the settlement for all purposes, including its administration and disputes that may arise concerning the Christie's Settlement Agreement.

5. Settlement Consideration. Subject to the provisions hereof, and in full, complete and final settlement of the Class Action (including Plaintiffs' Lead Counsel's fee and any other plaintiffs' counsel's fees, disbursements, expenses, and costs of any kind as may be

awarded by the Court) as provided herein, the Christie's Defendants agree to cause the following payments and deposits to be made into the Escrow Account for the benefit of the Class:

(1) One hundred million dollars (\$100,000,000.00) within thirty (30) days of Preliminary Approval by the District Court of this Christie's Settlement Agreement;

(2) An additional one hundred and six million dollars (\$106,000,000.00) within thirty (30) days of the District Court finally approving the Christie's Settlement Agreement;

(3) Christie's Discount Certificates and/or cash at Christie's option in such amounts as to equal a total fair market value of fifty million dollars (\$50,000,000.00), as determined by the District Court, within thirty (30) days of the District Court finally approving the Christie's Settlement Agreement; such Christie's Discount Certificates to consist of freely transferable certificates to be applied solely to reduce seller's commissions and certain other consignment-related charges (such as insurance and/or illustration fees) paid on Christie's auction transactions occurring in the United States and the United Kingdom. The Christie's Discount Certificates shall have expiration dates of a minimum of five (5) years from the date they are issued. In addition, any person who applies a discount certificate to the charges described herein will receive a credit for any unused portion of that Discount Certificate.

6. Escrow Account. The Escrow Account shall be established and administered under the Court's continuing supervision and control pursuant to the Escrow Agreement, in a form to be agreed upon by the parties. No disbursements of funds from the Escrow Account will occur without order of the Court. No disbursements of funds from the Escrow Account will

be made in respect of any claims for amounts paid by Class Members in connection with auctions held outside the United States.

7. Qualified Settlement Fund. The Escrow Account is intended by the parties hereto to be treated as a "qualified settlement fund" for federal income tax purposes pursuant to Treas. Reg. §1.468B-1, and to that end the parties hereto shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. At the request of the Christie's Defendants, a "relation back election" as described in Treas. Reg. §1.468B-1(j) shall be made so as to enable the Escrow Account to be treated as a qualified settlement fund from the earliest date possible, and the Escrow Agent shall take all appropriate actions as may be necessary to this end. The Escrow Agent shall cause to be prepared on behalf of the Escrow Account any and all required tax returns and shall file such tax returns with all appropriate tax authorities. The Escrow Agent shall cause any taxes shown due on such returns and payable by the Escrow Account to be paid to the Internal Revenue Service or other tax authority on behalf of the Escrow Account from the funds on deposit in the Escrow Account. The Escrow Agent shall do or cause to be done any and all other acts as may be required to cause the Escrow Account to qualify and remain qualified as a "qualified settlement fund" as described above. The Christie's Defendants will not be responsible for payment of any taxes of the qualified settlement fund. Upon Preliminary Approval of the Christie's Settlement Agreement: (i) in the event that the Sotheby's Settlement Agreement is entered into by the Sotheby's Defendants and the Class and such Sotheby's Settlement Agreement is preliminarily approved, Christie' s, Sotheby's, and the qualified settlement fund each shall pay one third (1/3) of the costs associated with the preparation of tax returns on behalf of the qualified settlement fund;

and (ii) in all other events, Christie's and the qualified settlement fund each shall pay one half (1/2) of such costs.

8. Class Notice and Administrative Costs. Upon Preliminary Approval of this Christie's Settlement Agreement, the Christie's Defendants agree to pay,

(1) In the event that the Sotheby's Settlement Agreement is entered into by the Sotheby's Defendants and the Class and such Sotheby's Settlement Agreement is preliminarily approved, one half (1/2) of all costs associated with notifying the Class of this settlement and pending Class Action; and in the event the Sotheby's Settlement Agreement and this Christie's Settlement Agreement are finally approved, one half (1/2) of all costs and expenses of administration of the settlement, including all costs and expenses related to the Escrow Account (except the payment of all taxes and a portion of the costs associated with preparing tax returns as set forth in paragraph 7 herein) and to the administration and distribution of the Settlement Funds, including the fees and expenses of settlement administrators to be selected by Plaintiff's Lead Counsel with the consent of counsel for Christie's, which consent shall not be unreasonably withheld; and

(2) In all other events, (i) costs associated with notifying the Class of this settlement and pending Class Action and (ii) all costs and expenses of administration of the settlement, including all costs and expenses related to the Escrow Account (except the payment of all taxes and a portion of the costs associated with preparing tax returns as set forth in paragraph 7 herein) and to the administration and distribution of the Settlement Funds, including the fees and expenses of settlement administrators to be selected by

Plaintiffs' Lead Counsel with the consent of counsel for Christie's, which consent shall not be unreasonably withheld.

9. Claims-Making Process. The settlement administrators selected pursuant to paragraph 8 hereof shall send a claim notice to each Class Member who does not opt out identifying and describing for each Class Member the lot numbers and dollar volumes of transaction or transactions upon which that Class Member is eligible to base a claim for recovery against the Settlement Funds based on transaction records maintained by Christie's and Sotheby's. Each Class Member shall have an opportunity to submit a claim or to challenge in writing within a reasonable time period any determination of a claim by the settlement administrators, who may amend or modify any claim determination based upon such written challenge. Further detail regarding the method and procedures of processing claims and resolving challenges shall be set forth in the plan of allocation. At all times, the settlement administrators, the Escrow Agent, and the parties hereto and their respective counsel shall maintain the confidentiality of the identity of each Class Member, as well as any information relating to his or her claim, including, but not limited to, lot numbers, customer records, amounts of all claims made by, and payments to each Class Member, regardless of whether such Class Member makes a claim or opts out of the Class.

10. Distribution of Settlement Funds. Upon Final Approval or upon Court order, disbursements may be made from the Settlement Funds: (a) to pay members of the Class pursuant to a plan of allocation approved by the Court; (b) to pay federal or state taxes; (c) to pay attorney fees pursuant to the Court's orders, including the Court's orders of April 20, 2000, May 17, 2000, and May 26, 2000, and any reasonable costs and expenses of the Class. Disbursement of 50% of Plaintiffs' Lead Counsel's fee shall not be delayed by reason of any appeal of the final

judgment. However, any disbursement of Plaintiffs' Lead Counsel's fee from the Escrow Account prior to Final Approval shall be secured by a Letter of Credit issued by a federally insured banking institution and, if Final Approval does not occur, Plaintiffs' Lead Counsel shall, within five (5) business days after receiving notice from counsel for Christie's, cause a refund to be made to the Escrow Account in the amount of the disbursement paid to Plaintiffs' Lead Counsel, plus interest that would have accrued on that amount had it remained in the Escrow Account.

Consistent with the proposed form of notice to be agreed upon by the parties, the distribution of Settlement Funds to Class Members shall be made pro rata, based upon each Class Member's alleged overcharges, as estimated by the Class's experts and calculated by the settlement administrators, taking into account (i) consignments made and vendors commissions paid by each Class Member during the period September 1, 1995 through February 7, 2000, for auctions (other than internet auctions) held in the United States by Sotheby's or Christie's; and (ii) buyers premiums paid by each Class member for purchases made during the period January 1, 1993 through February 7, 2000 at auctions (other than internet auctions) held in the United States by Sotheby's or Christie's. The amount paid to each Class Member under the plan of allocation shall not include any amounts for claims based on auctions held outside the United States. The parties anticipate that (i) the distribution of funds to each individual Class Member who does not opt out shall be approximately 80% cash and 20% Christie's Discount Certificates, and (ii) payment to each Class Member based on transactions at auctions held in the United States will be substantially more than 100% of the Class Member's alleged overcharges, as estimated by the Class's experts and calculated by the settlement administrators.

11. Releases. Upon Final Approval and distribution of Settlement Funds as provided in paragraph 10, all Christie's Defendants, and all of their current and former employees, officers, directors, managing agents, partners, representatives, owners, and shareholders, predecessors, successors, subsidiaries, affiliates, parents, and divisions thereof (collectively the "Christie's Released Parties") shall be released by the Class and by each Class Member who has not validly excluded himself or herself from the Class, from any and all claims, causes of action, demands, rights, suits, and liabilities, including damages, costs, and attorney's fees, in law or equity, based on any allegedly collusive activity or activities by, between, or among any of the Christie's Released Parties and/or any of the Sotheby's Released Parties, wherever occurring or located, except that Class Members who do not make a claim and receive any payment pursuant to the settlement do not release claims arising from purchases and sales at auctions conducted outside the United States (the "Christie's Released Claims"). This release does not affect whether or not, or the extent to which if any, foreign-law claims based on auctions conducted outside the United States brought in a non-United States court or tribunal may be asserted by Class Members or the effect of the dismissal with prejudice set forth in paragraph 4 herein.

12. Reservation of Claims. The Class Members intend by this Christie's Settlement Agreement to settle with and release only the Christie's Released Parties that such Class Members have released pursuant to paragraph 11 hereof, and the parties do not intend this Christie's Settlement Agreement, any part hereof or any other aspect of the proposed settlement or release, to release or otherwise affect in any way any rights any Class Member has or may have against any other party or entity whatsoever other than the Christie's Released Parties pursuant to paragraph 11 hereof. In addition, the releases set forth in paragraph 11 hereof shall not release

any claims unrelated to the factual subject matter of the Class Action (e.g., product liability, breach of contract, breach of warranty, common law personal injury tort, etc.).

13. Opt Out Protection. This Christie's Settlement Agreement is subject to rescission solely by Christie's International plc and Christie's Inc. if the number of Class Members that opt out of the Christie's settlement exceeds an agreed percentage of the total number of Class Members. (The percentage of Class Members that opt out shall be calculated as the percentage of the number of Class Members, not the percentage of the value of the purchases or sales of the Class Members.) This percentage is specified in paragraph 7 of the Memorandum of Agreed Terms of Settlement between the parties, dated September 21, 2000, and shall be kept confidential until the hearing on final approval.

14. Effect of Disapproval. If the Court does not approve this Christie's Settlement Agreement as written, or if the Court does not enter a final judgment as provided for in paragraph 4 hereof, or if any judgment on this Christie's Settlement Agreement is set aside on appeal, then this Christie's Settlement Agreement (excepting paragraph 8 hereof) may be cancelled and terminated by Christie's or by Plaintiffs' Lead Counsel on behalf of the Class, and if cancelled and terminated this Christie's Settlement Agreement shall become null and void, and the Escrow Funds (including any and all income earned thereon) shall be returned to the Christie's Defendants within 10 days of such termination on the same pro rata basis as such funds were contributed to the Escrow Account, less any costs incurred in connection with the settlement including any costs incurred in giving notice to the members of the Class of such modification or disapproval. The parties expressly reserve all of their rights if the settlement does not become final in accordance with the terms of this Christie's Settlement Agreement.

15. Consent to Jurisdiction. The Christie's Defendants and each Class Member hereby irrevocably submits to the exclusive jurisdiction of the Court for any suit, action, proceeding or dispute arising out of or relating to this Christie's Settlement Agreement or the applicability of this Christie's Settlement Agreement. Without limiting the generality of the foregoing, it is hereby agreed that any dispute concerning the provisions of paragraph 11 hereof, including but not limited to any suit, action or proceeding in which the provisions of paragraph 11 hereof are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, constitutes a suit, action or proceeding arising out of or relating to this Christie's Settlement Agreement. In the event that the provisions of paragraph 11 hereof are asserted by any Released Party as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection in any suit, action or proceeding, it is hereby agreed that such Released Party shall be entitled to a stay of that suit, action or proceeding until the Court has entered a final judgment no longer subject to any appeal or review determining any issues relating to the defense or objection based on such provisions. Solely for purposes of such suit, action or proceeding, to the fullest extent that they may effectively do so under applicable law, the Class Members and the Christie's Defendants hereto irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the in personam jurisdiction of the Court. Nothing herein shall be construed as a submission to jurisdiction for any purpose other than enforcement of the Christie's Settlement Agreement.

16. Resolution of Disputes; Retention of Jurisdiction. Any disputes between or among the Christie's Defendants and any Class Member concerning matters contained in this Christie's Settlement Agreement shall, if they cannot be resolved by negotiation and agreement, be

submitted to the Court. The Court shall retain jurisdiction over the implementation and enforcement of this Christie's Settlement Agreement.

17. Binding Effect. This Christie's Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. Without limiting the generality of the foregoing, each and every covenant and agreement herein by the plaintiffs and their counsel shall be binding upon all Class Members.

18. Authorization to Enter Christie's Settlement Agreement. Each undersigned representative of a Christie's Defendant covenants and represents that such representative is fully authorized to enter into and to execute this Christie's Settlement Agreement on behalf of such Christie's Defendant. Plaintiff's Lead Counsel represent that, pursuant to the Court's Orders of February 23, 2000, and October 9, 2000, they are fully authorized to conduct settlement negotiations with defense counsel on behalf of the Class.

19. Notices. All notices under this Christie's Settlement Agreement shall be in writing. Each such notice shall be given either by (a) hand delivery; (b) registered or certified mail, return receipt requested, postage pre-paid; or (c) Federal Express or similar overnight courier and, in the case of either (a), (b) or (c) shall be addressed, if directed to any plaintiff or Class Member, to:

Richard B. Drubel, Esq.  
Boies, Schiller & Flexner, LLP  
26 South Main Street  
Hanover, NH 03755

if directed to Christie's, to:

Michael L. Weiner, Esq.  
Skadden, Arps, Slate, Meagher & Flom LLP

Four Times Square  
New York, New York 10036

and if directed to defendant Davidge, to:

William J. Linklater, Esq.  
Baker & McKenzie  
One Prudential Plaza  
130 East Randolph Drive  
Chicago, Illinois 60601

or such other address as Plaintiffs' Lead Counsel or a Christie's Defendant may designate, from time to time, by giving notice to all parties hereto in the manner described in this paragraph.

20. Upon Final Approval and distribution of the Settlement Funds pursuant to paragraphs 9 and 10 above, Plaintiffs' Lead Counsel agrees to file with the Court, on behalf of the Class, a dismissal, with prejudice, of all claims asserted in the complaint in the Class Action against defendant Sir Anthony Tennant.

21. No Admission. Whether or not this Christie's Settlement Agreement becomes final or is terminated pursuant to paragraph 14 hereof, the parties expressly agree that this Christie's Settlement Agreement and its contents, and any and all statements, negotiations, documents and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing or of the truth of any of the claims or allegations contained in the complaints in the Class Action or any other pleading, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in the Class Action or in any other action or proceeding except in connection with a dispute over, or an action to enforce, the terms hereof.

22. Intended Beneficiaries. No provision of this Christie's Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Class Member, a Released Party or Plaintiffs' Lead Counsel (solely with respect to fees and disbursements to be paid from the Settlement Fund pursuant to Court order). No Class Member may assign or otherwise convey any right to enforce any provision of this Christie's Settlement Agreement.

23. No Conflict Intended. Any inconsistency between this Christie's Settlement Agreement and the other documents contemplated herein shall be resolved in favor of this Christie's Settlement Agreement. The headings used in this Christie's Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Christie's Settlement Agreement.

24. No Party is the Drafter. None of the parties hereto shall be considered to be the drafter of this Christie's Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

25. Choice of Law. All terms of this Christie's Settlement Agreement and other documents contemplated herein shall be governed by and interpreted according to the substantive laws of the State of New York without regard to its choice of law or conflict of laws principles.

26. Amendment; Waiver. This Christie's Settlement Agreement shall not be modified in any respect except by a writing executed by all the parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving

party. The waiver by any party of any breach of this Christie's Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous of this Christie's Settlement Agreement.

27. Execution in Counterparts. This Christie's Settlement Agreement may be executed in counterparts. Facsimile signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Christie's Settlement Agreement and filed with the Court.

28. Integrated Agreement. This Christie's Settlement Agreement contains an entire, complete, and integrated statement of each and every term and provision agreed to by and among the parties hereto, and it is not subject to any condition not provided for herein.

IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives have agreed to this Christie's Settlement Agreement on the date first herein above written.

PLAINTIFFS' LEAD COUNSEL,  
on behalf of the Class

By: \_\_\_\_\_/S/\_\_\_\_\_  
BOIES, SCHILLER & FLEXNER, LLP  
Name: PHILIP C. KOROLOGOS

CHRISTIE'S INTERNATIONAL PLC  
By Skadden, Arps, Slate, Meagher & Flom LLP,  
counsel to Christie's International plc

By: \_\_\_\_\_/S/\_\_\_\_\_  
Name: SHEPARD GOLDFEIN

CHRISTIE'S INC.  
By Skadden, Arps, Slate, Meagher & Flom LLP,  
counsel to Christie's Inc.

By: \_\_\_\_\_/S/\_\_\_\_\_  
Name: SHEPARD GOLDFEIN

CHRISTOPHER M. DAVIDGE  
By Baker & McKenzie, counsel to Christopher M.  
Davidge

By: \_\_\_\_\_/S/\_\_\_\_\_  
Name: WILLIAM J. LINKLATER